

EMERGENCY ADD-ON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 17, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a Lease Amendment and Consent to Assignment of Lease with Southernmost Ltd., and SouthWhitehead, LC, for the rental space at 1315 Whitehead Street for the 16th Judicial Circuit Drug Court Program.

ITEM BACKGROUND: Effective July 13, 2005, SouthWhitehead LC purchased the two-story property at 1315 Whitehead Street from Southernmost Ltd., where Monroe County has a lease for approximately 3000 s.f. of office space for our Drug Court program. The lease is for a term commencing September 15, 2000 and expiring on September 30, 2005.

PREVIOUS RELEVANT BOCC ACTION: At a special meeting on August 28, 2000, the Monroe County BOCC approved to enter into a lease agreement with Southernmost Ltd., for the entire first floor of the office building located at 1315 Whitehead Street in Key West.

CONTRACT/AGREEMENT CHANGES: Rent payments for the months of August and September 2005 shall be made payable to SouthWhitehead LC.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes X No

COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Beth Lett for
Dent Pierce

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: SouthWhitehead LC Contract # _____
 Effective Date: 07/13/05
 Expiration Date: 09/30/05

Contract Purpose/Description:

Lease Amendment and Consent to Assignment with Southernmost Ltd., and
 SouthWhitehead LC, for the rental space at 1315 Whitehead Street for the 16th Judicial

Circuit Drug Court Program.

Contract Manager: Ann M. Riger 4549 Facilities Maint/Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 08/17/05 Agenda Deadline: 08/02/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ N/A Current Year Portion: \$ _____
 Budgeted? Yes ☐ No ☐ Account Codes: _____
 Grant: \$ N/A _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8/12/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Beth Lee</u>	<u>8/12/05</u>
Risk Management	<u>8/12/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sam</u>	<u>8/12/05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sharon Apple</u>	<u>8/12/05</u>
County Attorney	<u>8/12/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sam North</u>	<u>8/12/05</u>

Comments: _____

LEASE AMENDMENT

This Lease Amendment is entered into this 17th day of August, 2005, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, Southernmost LTD, Assignor, and SouthWhitehead, LC, Assignee, the parties agreeing as follows:

1. The County leases approximately 3,000 s.f. of office space at 1315 Whitehead Street, Key West, Florida, through an Agreement dated September 15, 2000, hereafter the original agreement, and is attached and incorporated into this Lease Amendment.
2. By a change of ownership effective July 13, 2005 from Assignor to Assignee, the Assignor assigned to Assignee all the Assignor's rights, title and interest in the original agreement.
3. Monthly rent payments shall be made payable to Southwhitehead LC, and sent to David Kesar, P.O. Box 1146, Key West, FL 33041.
4. In consideration for such consent, the Assignee agrees to be bound by all the terms and conditions of the original agreement, as amended above to provide for payment to be made to the assignee.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

Mayor/Chairman

Witnesses:

ASSIGNEE
SOUTHWHITEHEAD LC

By: *Connie Rieger*
Connie Rieger

[Signature]

Witnesses:

ASSIGNOR
SOUTHERNMOST LTD.

By: *Carlette R. Allen*
Carlette R. Allen

[Signature]
GREG WALKER, PRESIDENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 8/09/05

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that Southernmost, Ltd., a Florida limited partnership, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration, in hand paid by SouthWhitehead, LC, a Florida limited liability company, the receipt whereof is hereby acknowledged, assigns and transfers unto SouthWhitehead, LC, a Florida limited liability company, its right, title and interest in that certain Lease (the "Lease"), between Southernmost, Ltd., a Florida limited partnership as Landlord and Monroe County, Tenant, for the real property located at 1315 Whitehead Street, Key West, Monroe County, Florida, a copy of which is attached hereto as Exhibit "A".

TO HAVE AND TO HOLD, the same unto SouthWhitehead, LC, a Florida limited liability company, and/or her assigns, for the remaining term of said Lease, subject to the covenants, conditions and provisions therein.

AND the Assignor hereby covenants that the said assigned premises are free from encumbrances upon the Lease.

IN WITNESS WHEREOF, its authorized representative has hereunto set his hand and seal, on this 12th day of July, 2005.

Signed, Sealed and Delivered
in the Presence of:

Eva R. Schrum
Signature of Witness

Eva R. Schrum
Printed Name of Witness

Southernmost, Ltd., a Florida limited
partnership

By: WBL Key West, Inc., a Florida
corporation, General Partner

Sharon J. Fetherhuff
Signature of Witness
Sharon J. Fetherhuff
Printed Name of Witness

By: Greg Walker
Greg Walker, President

STATE OF MARYLAND:
COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY, that on this 12th day of July, 2005, before me personally appeared Greg Walker, President of WBL Key West, Inc., a Florida corporation, as general partner of Southernmost, Ltd., a Florida limited partnership, to me known to be the person described in and who executed the within and foregoing Assignment, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and seal at County of Anne Arunel, State of Maryland, on July 12, 2005.

Carlette R. Allen
Printed Name of Notary

Carlette R. Allen
Notary Public

My Commission Expires:



CARLETTE R. ALLEN
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires Apr. 29, 2006

ASSUMPTION OF LEASE

SouthWhitehead, LC, a Florida limited liability company, hereby accepts the above Assignment and agrees to be bound by and comply with the terms and conditions set forth in the Lease, a copy of which is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, he has hereunto set her hand and seal, on this 13th day of July, 2005.

Signed, Sealed and Delivered
in the Presence of:



Signature of Witness



Printed Name of Witness



Signature of Witness



Printed Name of Witness

SouthWhitehead, LC, a Florida limited
liability company

By: 

James A. Nichols, Managing Member

STATE OF FLORIDA:
COUNTY OF MONROE:

I HEREBY CERTIFY, that on this 13th day of July, 2005, before me personally
appeared James A. Nichols, as Managing Member of SouthWhitehead, LC, a Florida limited
liability company, to me known to be the person described in and who executed the foregoing
Assumption of Assignment, or who produced _____ as
identification, and she acknowledged before me that she executed the same for the purposes
therein expressed.

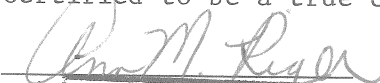
WITNESS my hand and seal at Key West, Monroe County, Florida, on the day and year
first above written.

Printed Name of Notary

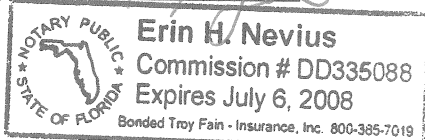

Notary Public

My Commission Expires:

Certified to be a true copy of the original



Ann M. Riger 8/10/05



CONSENT TO ASSIGNMENT

This Consent to the above Assignment is entered into
this 17th day of August, 2005, by Monroe County,
a political subdivision of the State of Florida.

WHEREAS, Southernmost, Ltd., has assigned to SouthWhitehead, LC, all rights

and responsibilities under that agreement with Monroe County, which agreement is dated September 15, 2000, and

WHEREAS, SouthWhitehead LC has agreed to accept all rights and responsibilities under said agreement with Monroe County;

Now therefore, the Board of County Commissioners agree to the assignment from Southernmost Ltd., to SouthWhitehead, LC of the contract dated September 15, 2000.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

Mayor/Chairman

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective as of the 15th day of September, 2000 between Southernmost, Ltd., a Florida Limited Partnership whose address is 566 Sylvan Drive, Winter Park, FL 32789 ("Landlord"); and Monroe County, Florida, whose address is 5100 College Road, Key West, Florida, 33040 ("Tenant").

1. DEMISE AND PREMISES

A. For good and valuable consideration, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, certain space being all of the first floor (the "Premises") of the two-story building located at 1315 Whitehead Street, Key West, Florida (the "Building"), all upon the terms and conditions contained herein. The Premises, the Building, the immediately adjacent parking spaces and the real estate upon which the Building and parking spaces are located are sometimes herein collectively referred to as the "Property." Except as otherwise expressly provided herein, Tenant shall have no rights in or to the adjacent parcel located at 1316 Duval Street. *(SEE EXHIBIT "A")*

2. TERM

A. Subject to and upon the terms and conditions set forth herein, this Lease shall continue in force for a term beginning as of the 15th day of September, 2000 and ending on the 30th day of September, 2005.

B. This Lease may be extended for two additional 2-year terms if Landlord and Tenant mutually agree on the Rent and other terms and conditions for such an extension. Failure for any reason to reach a mutual agreement shall not create any claim or liability of any kind or character and this Lease shall terminate.

C. At any time after the third anniversary date of this Lease, being any time after September 15, 2003, either party may terminate this Lease for any reason by giving the other 6 months prior written notice of intent to terminate. Termination will be effective 6 months after said written notice is given.

3. PREMISES AND BUILDING MAINTENANCE

A. Tenant has had the opportunity to and has fully and completely inspected the Property and, except as otherwise expressly provided herein, Tenant is leasing such from Landlord in its existing condition. Landlord shall:

1. The Tenant will make modifications to a restroom to make it compliant with the existing provisions of the Americans With Disabilities Act, then Landlord will

reimburse Tenant the actual costs incurred to do so subject to a maximum reimbursement of \$1,000.00. The Landlord herein expressly agrees to maintain the subject premises in full compliance with the Americans with Disabilities Act. Further the Landlord shall be liable for any cost or expenditure associated with said compliance. However, in the event the total cost or costs associated with said compliance reaches \$5,000.00 during the term of this agreement, the Landlord shall have the option of terminating this agreement as provided. Further, during the six (6) month notice period the Landlord shall not be liable for any costs of said compliance above \$5,000.00.

2. The Landlord shall replace stained ceiling tiles.

3. Landlord shall have an indoor air quality assessment performed by a licensed Certified Industrial Hygienist. Landlord shall provide corrective action to all items indicated in the recommendation report at Landlord's expense, including completed positive final remediation report. However, in the event the total cost or costs associated with said corrective action reaches \$5,000.00 during the term of this agreement, the Landlord shall have the option of terminating this agreement. Further, during the six (6) month notice period the Landlord shall not be liable for any costs of said compliance.

4. The Landlord herein expressly agrees to maintain premises in full compliance with all safety codes and standards applicable to the premises. Further, the Landlord shall be liable for any cost or expenditure associated with said compliance. However, in the event the total cost or costs associated with said compliance reaches \$5,000.00 during the term of this agreement, the Landlord shall have the option of terminating this agreement.

In the event of termination of this Lease provided for herein the Tenant shall pay rent up to the point and until the Tenant vacates the premises.

During the term of this Lease Landlord shall be responsible for maintaining (i) the exterior structure of the Building (including the roof), (ii) the incoming electric service to the connection with the Building, (iii) the exterior plumbing to the connection with the Building and (iv) any maintenance or repairs needed to remedy damages or problems caused by other tenants. All necessary repairs, maintenance, actions, and costs required to maintain the Premises in good repair and condition, other than those expressly provided to be performed by Landlord in this Section 3.A., shall be arranged for and paid for by Tenant.

B. Tenant, at its sole risk and expense, shall maintain the Premises in clean and in good repair at all times. Tenant's obligations in this regards shall include, but are not limited to, promptly obtaining and paying for directly the following: (i) broken glass replacement, (ii) janitorial services and supplies, (iii) restroom supplies, (iv) carpet, tile and other flooring cleaning, (v) interior painting, (vi) light bulb and light fixture

replacements as Tenant deems necessary, (vii) interior door repair and replacement (including, without limitation, doors, frames, frames, and other components), (viii) installation and repair of security systems deemed necessary by Tenant, (ix) hiring of security services as may be required by Tenant, (x) pest control and extermination services, (xi) telephone, facsimile, and computer installation and repairs, (xii) any and all other materials, goods and services necessary to maintain the Premises in clean and good repair and condition and (xiii) parking lot and grounds maintenance only in connection with Tenant's designated parking spaces. Tenant shall be responsible for closing all storm shutters and installing storm panels provided by Landlord in the event of an impending storm.

Notwithstanding the provisions contained above, the Tenant with the assistance of the Monroe County Public Works Division, herein expressly agrees to be liable for normal routine maintenance associated with operation of the air conditioning system located on the subject premises, limited to cleaning, changing the filters, and belts, as well as monthly cleaning of the drain. The Landlord herein expressly agrees to be responsible for all costs associated with maintenance and operation of the air conditioning system, including all electrical, mechanical components, coils, condensers, and refrigerants. Landlord shall provide Tenant with the name of authorized/licensed a/c contractor to be called for service as noted.

C. Tenant will obtain the prior consent of Landlord before performing any of the following: (i) replacing carpet, tile, or other floor coverings, (ii) replacing doors or windows, (iii) remodeling or otherwise modifying the Premises, (iv) relocating walls or partitions, (v) changing colors, (vi) affixing signs to exterior walls, (vii) non-routine carpentry work, (viii) changing door widths, (ix) changing interior or exterior light fixtures, (x) installing or maintaining any electrically-operated equipment or any heavy equipment of any kind including, without limitation, safes, vaults, or other machinery, except light office machinery, and (xi) any other activity that might adversely affect the structure or value of, or safety at, the Property.

D. All alterations, additions, improvements, decorations and installations, including, but not limited to, doors, entrances, light fixtures, tile, carpets, partitions, railings, air conditioning ducts and equipment (except movable furniture and fixtures put in at the expense of Tenant and removable without defacing or damaging the Building or the Premises) (hereinafter "Additions") shall become the property of Landlord at the termination of this Lease. Landlord, however, reserves the option to require Tenant, upon demand in writing, to remove all such Additions (including those not removable without defacing or damaging the Building or the Premises) and to restore the Premises and the Building to the same condition as when originally leased to Tenant, reasonable wear and tear excepted; provided, however, Landlord shall not have the right to require Tenant to remove any Additions which are initially installed by and for Tenant in order to prepare the Premises for occupancy by Tenant in a manner which has been approved by Landlord. Tenant agrees to restore the Premises and the Building immediately upon the receipt of the said demand in writing at Tenant's own cost and expense and agrees

in case of its failure to do so, that Landlord may do so and collect the cost thereof from Tenant upon demand.

4. RENT

A. The agreed to rent to be paid by Tenant under this Lease shall include monthly payments in arrears as follows:

1. Beginning September 15, 2000, prorated, and on the first day of each month thereafter until September 14, 2001 the sum of \$4,750.00 per calendar month.

2. Beginning September 15, 2001 and each year thereafter the rent will automatically increase, but not decrease, by the greater of (i) 3%, or (ii) the change in the Consumer Price Index - U for all urban consumers, as first published, since the prior June publication for such figure. By way of example, the rent for September 15, 2001 would be increased by the greater of (i) 3% or (ii) the change in the CPI-U index from June 2000 to June 2001.

B. Tenant's utilities (water, solid waste and electric) will be separately metered and will be paid directly by the Tenant to the supplying entity. The sewage bill will be prorated by the Landlord/owner and billed to the County for the Tenant's usage for the first floor only.

C. Rent payment shall be made directly to Landlord at the above address or to such other agent or place as Landlord may designate. All Rent is due one month in arrears and shall be paid on or before the first day of each month. Rent payments shall be made in full without offset or deduction for any reason whatsoever. Landlord shall have the right to apply any payment of Rent by Tenant to any amounts outstanding in any order in Landlord's sole discretion. Acceptance by Landlord of any partial payment of Rent shall not be deemed a waiver or satisfaction of the Tenant's obligation to pay all remaining amounts of Rent.

D. Rent has been agreed to be based on the representation that Tenant will provide to Landlord a sales tax exemption certificate and that Tenant will not have to pay any sales tax on Rent paid hereunder.

5. USE.

A. Tenant shall use and occupy the Premises only as a court programs' office, and/or other government business office and for no other purpose. In no event will the Premises be used for incarceration or holding of inmates or detainees of any kind. In the event the Tenant uses the Premises for purposes not expressly permitted herein, the Landlord may terminate this Lease, or without notice to Tenant, restrain said

improper use by injunction or other legal means. Tenant shall not do or permit anything to be done in or about the Premises or the Property, nor bring or keep anything therein which is not within the permitted use of the Premises, which may in any way increase the existing rate of or affect any fire or other insurance upon the Premises, the Building, or any of its contents, or the Property or cause a cancellation of any insurance policy covering the Building or any of its contents or the Property or any part thereof. Tenant shall not do or permit anything to be done in or about the Premises which may in any way obstruct or interfere with the rights of other tenants or occupants of the Building or the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes; nor shall Tenant cause, maintain or permit any nuisance in or about the Property. Tenant shall not commit or allow to be committed any waste in or upon the Property. In the event Tenant's permitted use of the Premises increases the existing rate of or affects any fire or other insurance, then and in that event Tenant agrees to pay said increase immediately upon demand by Landlord.

B. By occupying the demised Premises as a Tenant and moving into the Building, or by installing fixtures, facilities, or equipment, or by performing finishing work, Tenant shall be deemed to have accepted the same and to have acknowledged that the Premises and the Building are conclusively in the condition required by this Lease. This Lease does not grant Tenant any right of view, air or light over and about the Premises or the Building. This Section 6.B. shall not limit Landlord's obligations in Section 3.A.

C. Tenant is accepting the Premises as-is, where-is, and except as expressly provided herein, Landlord shall have no obligation to make any modifications or alterations to the Premises as a result of current or future laws, regulations or ordinances related to commercial office space.

D. Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable hours to examine the same, and Landlord and Landlord's agents and workmen may enter at any time in the event of emergency and otherwise at reasonable times when authorized by Landlord or Landlord's agents to make such repairs, alterations or improvements in the Building as Landlord may in its sole discretion deem necessary or desirable. If requested by Landlord, Tenant shall immediately provide Landlord with access to the interior space of the Premise, due consideration being given for privileged and confidential information.

E. In the event Tenant desires to make any alterations, additions or improvements to the Premises, Tenant shall, at Tenant's sole cost and expense, present to Landlord design plans and specifications prepared by a licensed architect or engineer (the "Specifications") for all such proposed alterations, additions or improvements. The Specifications shall show all mechanical, electrical and structural changes required therefore and shall be sealed and signed by Tenant's architect or engineer. Failure by Tenant to submit its Specifications prior to construction shall constitute a default by Tenant of this Lease. The Specifications shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Upon approval by

Landlord of Tenant's Specifications, Tenant shall cause its contractor to construct all improvements to be performed by Tenant in a good and workmanlike manner, free and clear of all liens, claims and encumbrances. The Tenant shall, upon commencement of construction of such improvements, diligently proceed to complete all of such improvements in a good and workmanlike manner. No construction activity shall be undertaken by Tenant without obtaining Landlord's prior written consent, and without obtaining all necessary permits and approvals from all governmental agencies having jurisdiction. All work described in the Specifications shall be performed by parties holding appropriate licenses and/or certificates of competency where required by applicable law.

6. NO LIABILITY

A. Tenant will not seek to hold Landlord liable for, and hereby waives and releases any and all claims against Landlord under any theory of law or equity which relates to, directly or indirectly (i) any latent or patent defect in the Premises, the Building, or the Property (however, it shall be Landlord's responsibility, subject to the limitations herein, to correct any latent defects within a reasonable time after such defects are detected), (ii) any failure of water supply, electric current, communication service, heating or air conditioning, elevator service, or any other service, (iii) any injury or damage to person or property caused by fire or theft or by the elements or by other tenants or persons in the Building or the Property, or resulting from termites or other pests, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain or dampness, which may leak or flow from any part of the Building or the Property, or from the pipes, appliances, or plumbing work of the same, or from any other place, (iv) the acts or omissions of Tenant, Tenant's agents, employees, contractors, invitees, licensees, or other occupants or tenants of the Building or the Property, and (v) any loss or damage that Tenant may sustain by reason of the closing or darkening of any of the windows in the Premises or the loss of ventilation through the erection of or any addition to a new building on adjacent or nearby land or otherwise (and the same shall not constitute an actual or constructive eviction). All goods, property and personal effects stored or placed by the Tenant in or about the Building or the Property shall be at the sole risk of the Tenant.

7. LIENS AND ENCUMBRANCES

A. All persons to whom this Lease may come are put upon notice of the fact that Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or any portion of the Building or the Property to any mechanics' or materialmen's lien or liens of any kind. All persons who may hereafter, during the continuance of this Lease, furnish work, labor, services or materials to the Premises, or any portion of the Building or the Property upon the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to the

interest of Tenant and not to that of Landlord.

B. Tenant shall not permit or suffer to be filed or claimed against the Premises or any portion of the Building or the Property during the continuance of this Lease any lien, encumbrance, or mortgage of any kind arising out of the action or omission of Tenant ("Lien"). If any such Lien be claimed or filed, Tenant covenants, within the time described, to cause the Lien to be released, either through the deposit into court pursuant to statute of the necessary sums of money, posting a bond, or in any other way which is competent legally to effect the release on the Premises, the Building and the Property and each and every part thereof from the Lien ("Release"). The time within which Tenant must effect such Release of the Premises, the Building, and the Property as aforesaid, is as follows:

1. If the Lien shall have been evidenced through the giving of a written notice of lien claim, and if such notice be filed in the public records of Monroe County, Florida, then Tenant shall effect such Release from such Lien within thirty (30) days after the time when such Lien shall have been filed in the public records.

2. If the Lien be evidenced, without notice having been given as aforesaid, through the filing of a suit in any court having jurisdiction of the subject matter, in which suit the Lien is asserted and sought to be enforced, then Tenant must effect the Release within ten (10) days after the time when service of process shall have been completed against Tenant or Landlord in the suit.

C. In the event that Tenant shall violate the terms and provisions of this Section 7, such violation shall constitute an immediate default under this Lease. In such event Landlord may take any action necessary to remove the Lien and add any and all costs and expenses incurred in connection with such action to the Rent due hereunder for the immediately following month.

D. Landlord shall lease said property free of liens, claims, and encumbrances.

8. **INSURANCE**

A. The Tenant shall procure and maintain at its expense and throughout the term of this Lease the following insurance with the caveat that the **Landlord recognizes that the Tenant is self-insured up to the maximum that the Tenant can be held liable for under Section 768.28, Florida Statutes:**

1. Commercial general liability insurance which (a) insures against claims for bodily injury, personal injury, advertising injury and property damage arising from the use, occupancy or maintenance of the Premises or any other portion of the Property by Tenant or any of its agents, employees, contractors, invitees and licensees, (b) insures, without exclusion, damage or injury arising from heat, smoke or fumes from a hostile

fire, (c) has limits of not less than (i) \$1,000,000 per occurrence; (ii) \$2,000,000 general aggregate per location, (iii) \$1,000,000 for personal and advertising injury liability, (iv) \$50,000 for fire damage legal liability, and (v) \$5,000 for medical payments, which minimum limits may be increased if recommended by Landlord's consultants or other insurance professionals, (d) includes blanket contractual liability and broad form property damage liability coverage, (e) contains a standard separation of insured's ("cross liability") provision allowing suit by the additional named insured against the insured, and (f) does not contain an employee liability exclusion which precludes coverage for Landlord for accidents or injuries to employees or agents of Tenant.

2. Business auto liability insurance which insures against bodily injury and property damage claims arising out of ownership, use or maintenance of any auto with a combined single limit per accident of not less than \$1,000,000;

3. Worker's compensation in statutory limits and employer's liability insurance with limits of not less than \$500,000 for each accident, \$500,000 for each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease;

4. Umbrella excess liability insurance, in addition to and in excess of the commercial general liability, business auto liability and employer's liability insurance described above, which insures against claims for bodily injury, personal injury, advertising injury and property damage and having limits of not less than (i) \$5,000,000 per occurrence, and (ii) \$5,000,000 for the annual aggregate;

5. All-risk property insurance covering all of Tenant's personal property, inventory, equipment, fixtures, alterations and improvements at the Premises up to the replacement value of such property; and

6. Business income and extra expense insurance with limits of at least 100% of Tenant's gross revenue for a 12 month period.

B. Notwithstanding anything to the contrary in this Lease, Tenant waives all rights to recovery, claims or causes of action against the Landlord and its, attorney-in-fact, agents, trustees, executors, and personal representatives on account of any loss or damage which may occur to the Premises, the Building, the Property or any improvements thereto or to any personal property of Tenant to the extent such loss or damage is caused by a peril which is required to be insured against by Tenant under this Lease, regardless of the cause or origin (including negligence of Landlord). Tenant covenants to the Landlord that, to the fullest extent permitted by law, no insurer of Tenant shall hold any right of subrogation against Landlord. Tenant covenants to Landlord that all policies of insurance maintained by Tenant respecting property damage shall permit such waiver of subrogation, and Tenant agrees to advise all of its insurers of the waiver and provide Landlord with written evidence of such waiver.

9. INDEMNIFICATION OF LANDLORD

A. To the extent authorized by Section 768.28, Florida Statutes, Tenant shall indemnify, defend and hold harmless Landlord, and Landlord's agents, trustees, executors, personal representatives, general partners, limited partners, and attorney-in-fact, of and from any and all fines, claims, demands, liability, cost or expense (including but not limited to attorney's fees) and causes of action, of every nature whatsoever brought by any person or entity, arising or growing out of, directly or indirectly, the following: (i) the occupation or use of the Premises, the Building, or the Property and every part thereof, by Tenant, (ii) any breach or violation of this Lease by Tenant, or (iii) the conduct of Tenant's business. For all purposes of the indemnification granted herein, the claims, demands, acts or omissions of Tenant's contractors, employees, agents, servants, guests, clients and invitees shall be deemed to be those of the Tenant. In any such event, the comparative negligence on the part of the Landlord or its contractors, agents, trustees, executors, personal representatives, servants or representatives shall not in any way limit or effect Tenant's obligation under this indemnification.

B. In defending itself from any matter covered by this indemnification, Landlord may select the counsel of its choice notwithstanding the fact that Tenant shall cover such costs.

10. CASUALTY

A. If 25% or less of the total square footage of the Premises is damaged by fire, storm or other casualty for which Landlord has insurance during the term of this Lease, then the following shall apply:

1. Landlord shall restore the Premises with reasonable promptness, taking into account the time required by the Landlord to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty, to substantially the same condition as existed immediately before such casualty; provided, however, such obligation to restore shall be limited to the amount of available insurance proceeds, if any, for such restoration. Landlord may temporarily enter and possess any or all of the Premises for such purpose. Landlord shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned or installed by the Tenant. Notwithstanding anything herein to the contrary, Landlord has no obligation to carry hurricane or flood insurance, and Tenant acknowledges and agrees that Landlord probably will not carry such insurance.

2. The times for commencement and completion of any such restoration shall be extended for the period of any delay arising due to force majeure (including, without limitation, lack of labor, lack of materials, and permit delays) and other causes beyond Landlord's reasonable control, and any delay in the receipt of insurance funds. If

Landlord undertakes to restore the Premises, but such restoration cannot be accomplished within 180 days after the casualty loss, then Tenant may terminate this Lease by giving written notice thereof to the Landlord within fifteen (15) days after it becomes apparent that restoration cannot be accomplished within said 180 days.

3. From the time of such casualty to the completion of restoration as described above, Tenant's rental obligations shall be abated proportionately (25% or less) for that portion of the Premises which is rendered untenable as a result of the casualty.

B. If more than 25% of the total square footage of the Premises is damaged by fire, storm or any other casualty, whether or not there is insurance coverage, then, unless Landlord and Tenant mutually agree otherwise, this Lease shall automatically terminate on the date of the casualty causing such damage. Landlord will have no obligation to restore the Premises or the Building to any prior condition. In such event resulting in termination, (i) Tenant shall pay to Landlord the Rent payable by Tenant hereunder and accrued through the date of such casualty and (ii) Landlord may enter upon and repossess the Premises without further notice.

11. CONDEMNATION

A. If any or all of the Property are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of any such taking ("Condemnation"), the Landlord shall be entitled to collect from the condemning authority thereunder the entire amount of any award or consideration for such conveyance, without deduction therefrom for any leasehold or other estate held by the Tenant under this Lease. The Landlord shall be entitled to conduct any condemnation proceeding and any settlement connected therewith free of interference from the Tenant, and the Tenant hereby waives and releases any right, if any, which it has to participate therein. However, the Tenant may seek, in a separate proceeding, a separate award on account of any damages or costs incurred by the Tenant as a result of any such Condemnation, so long as such separate award in no way diminishes any award or payment which the Landlord would otherwise receive as a result of such Condemnation.

B. This Lease shall terminate upon the first to occur of (i) final resolution of any Condemnation or (ii) sooner if any governmental entity takes possession of all or a part of the Property after a Condemnation proceeding starts. If there is a Condemnation, the Landlord shall have no liability to the Tenant on account of any (i) interruption of the Tenant's business upon the Premises, (ii) diminution in the Tenant's ability to use the Premises, or (iii) other injury or damage sustained by the Tenant as a direct or indirect result of such Condemnation.

12. ABANDONMENT

A. In case the Tenant shall abandon the Premises prior to the expiration of the term of this Lease, Landlord shall have the right, but not the obligation, to enter the Premises, either by force or otherwise, without instituting any proceeding and without being liable for damages therefore, and to relet the same or any part thereof, for the unexpired portion of the term or longer, and to collect the Rent therefore, and to apply the rents so collected to the payment of Rent and all other sums payable to Landlord from Tenant. Tenant shall in such case remain responsible to Landlord for any and all deficiency, loss and damage suffered by Landlord, as provided for herein.

B. For the purpose of this Section 12, the Premises shall be deemed to have been vacated or abandoned when Tenant shall have vacated the Premises and been away therefrom for fifteen (15) consecutive days, exclusive of holidays and any time period utilized for renovations and repairs to the Premises, irrespective of whether the keys have been delivered to Landlord or not.

13. DEFAULTS AND REMEDIES

A. As used in the provisions of this Lease, each of the following events shall constitute, and is hereinafter referred to as, an "Event of Default":

1. If the Tenant fails to (i) pay any Rent or any other sum which it is obligated to pay by any provision of this Lease, when and as due and payable hereunder, or (ii) perform any of its other obligations under the provisions of this Lease.

2. If the Tenant (i) applies for or consents to the appointment of a receiver, trustee or liquidator of the Tenant, respectively, or of all or a substantial part of its assets, (ii) is subject to a petition in bankruptcy or admits in writing its inability to pay its debts as they come due, (iii) makes an assignment for the benefit of its creditors, (iv) files a petition or an answer seeking a reorganization or an arrangement with creditors, or seeks to take advantage of any insolvency law, (v) performs any other act of bankruptcy, or (vi) files an answer admitting the material allegations of a petition filed against the Tenant, respectively, in any bankruptcy, reorganization or insolvency proceeding.

B. Except as otherwise provided below, upon the occurrence of an Event of Default, the Landlord shall not exercise any right or remedy which it holds under any provision of this Lease or applicable law or equity unless and until:

1. Landlord has given written notice thereof to Tenant, and

2. Tenant has failed, (i) if such Event of Default consists of a failure to pay money, to pay all of such money within five (5) days after such notice, or (ii) if such

Event of Default consists of something other than a failure to pay money, to fully cure such Event of Default within fifteen (15) days after such notice or, if such Event of Default cannot be cured within fifteen (15) days and Tenant commences to cure same within fifteen (15) days, to proceed diligently with best efforts to cure such Event of Default and to fully cure same within thirty (30) days.

No such notice shall be required, and Tenant shall be entitled to no such grace period, (i) in any emergency situation in which the Landlord acts to cure such Event of Default (for the purposes of this provision, Tenant's failure to comply with the provisions of Section 8 shall be deemed an emergency), or (ii) if an Event of Default occurs more than twice during any consecutive six (6) month period, or (iii) if the Tenant has substantially terminated or is in the process of substantially terminating its continuous occupancy and use of the Premises.

C. Upon the occurrence of any Event of Default, the Landlord may (subject to Section 13.B. above) take any one or more or all of the following actions:

1. With or without terminating this Lease and the tenancy created hereby, to the extent permitted by law, reenter the Premises with or without court action or summary proceedings, remove Tenant and all other persons and property from the Premises, and store any such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

2. With or without terminating this Lease, and from time to time, make such improvements, alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof upon such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions (which may include concessions, free rent and/or improvements) as Landlord in its sole discretion may deem advisable; and, upon each such reletting, all rentals received by Landlord shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, second, to the payment of all costs and expenses of such reletting (including but not limited to brokerage fees, attorneys' fees and costs of improvements, alterations and repairs), third, to the payment of all Rent due and unpaid hereunder, and the balance, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder.

3. Enforce any provision of this Lease or any other agreement between the parties by injunction, temporary restraining order, specific performance or other similar equitable remedy, to which the Tenant hereby expressly consents and agrees.

4. Exercise any other legal or equitable right or remedy which Landlord may have by law, equity, statute or otherwise.

D. No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding that Landlord may have re-leased the Premises without termination, Landlord may at anytime thereafter elect to terminate this Lease for any previous default. If the Premises or any part thereof is re-leased, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting. No action taken by the Landlord under the provisions of this section shall operate as a waiver of any right which the Landlord would otherwise have against the Tenant for the Rent hereby reserved or otherwise, and the Tenant shall at all times remain responsible to the Landlord for any loss or damage suffered by the Landlord by reason of any Event of Default.

E. Upon any Event of Default, Tenant shall remain liable to the Landlord for the following amounts: (i) any Rent of any kind whatsoever which may have become due with respect to the period in the term of this Lease which has already expired, (ii) any rental abatements or other free-rent concessions extended to Tenant under this Lease, (iii) all Rent which becomes due during the remainder of this Lease term, (iv) all costs, fees and expenses incurred by Landlord in leasing the Premises to others from time to time, including, but not limited to, leasing commissions, construction, remodeling and other build-out costs, design and permitting costs and the like, and (v) all costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including, but not limited to, attorneys' fees and court costs. All such amounts shall be due and payable immediately upon demand by Landlord.

F. The various rights, remedies, powers and elections of Landlord reserved, expressed, or contained in this Lease, are cumulative and no one of them shall be deemed to be exclusive to the others or of such other rights, remedies, powers, options or elections as are now, or may hereafter be, conferred upon Landlord by law or equity.

G. In the event the Monroe County Board of County Commissioners fails to make an annual rental appropriation, this lease will terminate.

14. QUIET POSSESSION

A. Landlord covenants that if and so long as Tenant pays the Rent and performs and observes all of the terms, covenants, and conditions of this Lease, Tenant shall quietly enjoy the Premises subject, however, to the terms of this Lease.

15. ASSIGNMENT AND SUBLETTING

A. Tenant's interest in all or a portion of this Lease shall not be sold,

transferred, mortgaged or assigned, nor shall the Premises, or any part thereof, including desk space, be let or sublet without the prior written consent of Landlord. Even though Landlord may consent to a sale, transfer, mortgage, assignment or subletting thereof, the aforesaid restrictions shall remain in full force and effect, and no further sale, transfer, mortgage, assignment or subletting shall be made without Landlord's prior consent in writing. Any sale or transfer, whether to one or more persons and whether at one or different times, of a total of more than fifty percent (50%) of the shares of stock of any corporation or other business entity that issues shares of stock which is then the legal tenant under this Lease, or the transfer of greater than a fifty percent (50%) partnership or other ownership interest if a partnership or other business entity is the then legal tenant under this Lease, shall be deemed an assignment within the meaning of this Section 15. Tenant agrees that, subject to the further provisions hereof, in the event Tenant should desire to assign this Lease or sublet the Leased Premises or any part thereof, Tenant shall give Landlord written notice of such desire at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Should Landlord consent, no assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease, and Tenant and the assignee or subtenant shall remain jointly and severally liable for all such obligations. Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this Section 15 shall be null and void and shall be an Event of Default.

B. In the event Landlord consents to any assignment of this Lease or any sublease of all or any part of the Premises, then (i) Landlord shall be provided a true and correct copy of the sublease or assignment, and (ii) Tenant shall pay the Landlord, on a monthly basis, an amount equal to all Rent, property and other consideration paid under said assignment or sublease during each month in excess of the Rent for said month. In the event of an assignment or sublease of any part of the Premises, Tenant shall pay such amount as is in excess of that portion of the Rent which is reasonably allocated by Landlord to such portion of the Premises.

C. In the event that the interest or estate of Landlord in the Property, the Building or the Premises shall terminate or be conveyed by operation of law (including, without limitation, testate and intestate succession), or by bona fide sale, or by execution or foreclosure sale, or for any other reason, then and in any such event Landlord (and its estate if applicable) shall be released and relieved from all liability and responsibility as to obligations to be performed by Landlord hereunder or otherwise; provided, however, this Lease shall not be otherwise affected or modified. In such event, Landlord's successor, by acceptance of Rent from Tenant hereunder, shall become liable and responsible to Tenant in respect to all such obligations of Landlord under this Lease.

16. SUBORDINATION

A. Tenant agrees that its rights hereunder are subordinate to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the Property and/or the Premises and/or any or all of the

Building now built or hereafter to be built on the Property (or the adjacent lot at 1316 Duval Street) by Landlord, and to any and all advances made or to be made thereunder and to the interest thereon and to all renewals, replacements, modifications, consolidations and extension thereof. This paragraph shall be self-operative and no further instrument of subordination shall be required. Tenant further agrees that it will enter into and execute all documents which any such mortgagee or any ground Landlord may reasonably request Tenant to enter into and execute, including a subordination agreement. Tenant agrees that it will send copies of all notices sent to Landlord in accordance with the provisions of Section 17, to Landlord's mortgagees or ground Landlords, provided that Tenant has been furnished with the name and address of such mortgagees or ground Landlords, and further provided that Landlord or Landlord's mortgagee or ground Landlord has requested Tenant to send copies of such notices. Tenant agrees that Tenant will attorn to any mortgagee or ground Landlord or purchaser at a foreclosure sale, if requested to do so. Provided the Tenant is not in default of its obligations herein, any such subordination or attornment shall not affect the terms of this Lease.

B. Tenant further covenants and agrees that if by reason of a default under any underlying lease (including an underlying lease through which the Landlord derives its leasehold estate in the Premises), such underlying lease and the leasehold estate of the Landlord in the Premises is terminated, the Tenant will attorn to the then holder of the reversionary interest in the Premises and will recognize such holder as the Tenant's landlord under this Lease. The Tenant agrees to execute and deliver, at any time and from time to time, upon the request of the Landlord or of the Landlord under any such underlying lease any instrument which may be necessary or appropriate to evidence such attornment. The Tenant further waives the provision of any statute or rule of law now or hereafter in effect which may give or purport to give the Tenant any right of election to terminate this Lease or to surrender possession of the Premises in the event any proceeding is brought by the Landlord under any underlying lease to terminate the same.

C. If a mortgagee of Landlord's shall request reasonable modifications to this Lease, Tenant shall execute, acknowledge, and deliver to the mortgagee an agreement, in form and substance satisfactory to the mortgagee, evidencing such modifications, provided that such modifications do not increase Tenant's obligations under this Lease or materially adversely affect (a) the leasehold interest created by this Lease, or (b) Tenant's use and occupancy or the Premises.

17. NOTICES

A. Any notice, demand or other communication to be provided hereunder to a party hereto shall be in writing and deemed to have been given (a) three (3) days after being deposited in the United States mail, postage prepaid, or (b) one day after being sent by overnight courier, cost prepaid, or (c) immediately upon its actual delivery.

B. Any notice given shall be addressed as follows:

IF TO TENANT

Court Administration
500 Whitehead Street
Room 302
Key West, FL 33040

and

Monroe County Administrator
5100 College Road
Key West, FL 33040

IF TO LANDLORD

Greg A. Walker
999 Corporate Boulevard
Linthicum Heights, MD 21090
Phone: 410-689-7602
Facsimile: 410-689-7601

With Copies to:

Joyce Walker
566 Sylvan Drive
Winter Park, FL 32789
Phone: 407-644-2314
Facsimile: 407-644-6624

C. Rent payments shall be mailed to:
Joyce Walker
566 Sylvan Drive
Winter Park, FL 32789

18. **SURRENDER AND HOLDING OVER**

A. If the Tenant retains possession of the Premises or any part thereof after the termination of this Lease or any extension thereof, by lapse of time or otherwise, the Tenant shall pay the Landlord Rent payable for the month immediately proceeding said holdover for the time the Tenant thus remains in possession. The provisions of this paragraph do not waive the Landlord's rights of re-entry or any other right hereunder. Any retention of the Premises after the termination of this Lease or any extension thereof shall be considered as a month-to-month holdover unless otherwise agreed to in writing by both parties.

B. Tenant agrees at the expiration of the term of this Lease promptly to quit and surrender the Premises and everything belonging to or connected therewith in as good state and condition as reasonable wear and use thereof will permit, and to remove all signs, advertisements and rubbish from the Premises and the Property; and Tenant

hereby expressly authorizes Landlord, as the agent of Tenant, to remove such rubbish and make such changes and repairs as may be necessary to restore the Premises to such condition at the expense of Tenant.

19. JOINDER

A. The Tenant hereby agrees to join in any and all documents pertaining to the Property or the Building, which are reasonably requested by Landlord including, but not limited to, land use plan amendments, zoning applications, development of regional impact applications and all other permits, applications and/or documents, to be filed with any governmental or quasi-governmental authorities with respect to the development of all or any portion of the Building or the Property or the property adjacent to the Building which may now or in the future be owned by Landlord; provided that, such joinder shall not unreasonably affect Tenant's ability to occupy the Premises.

20. MISCELLANEOUS PROVISIONS

A. If Tenant shall at any time be in default hereunder, and if Landlord shall, in connection with such default, retain its attorneys to institute any action and/or render other professional services, then Tenant will reimburse Landlord for the expense of attorneys' fees and disbursements thereby incurred by the Landlord. The amount of such expenses shall be collected as additional Rent.

B. The taking possession of the Premises by Tenant as of September 15, 2000 shall be conclusive evidence that the portion of the Premises readily accessible for inspection were in good and satisfactory condition at the time such possession was taken, subject to the items listed in Section 3 for which Landlord is responsible. No representations or warranties, either express or implied, except those expressly contained herein, have been made on the part of the Landlord with respect to this undertaking, whether relating to the repair, condition or otherwise of the Premises or the Building. Tenant will make no claim on account of any representation or warranty whatsoever, unless the same is specifically set forth in this Lease.

C. Tenant shall deliver to Landlord or to its mortgagees, auditors, or prospective purchaser, or to the owner of the fee, when requested by Landlord, a certificate to the effect that this Lease is in full force and effect and that Landlord is not in default therein, or stating specifically any exceptions thereto. Failure to give such a certificate within ten (10) days after written request shall be conclusive evidence that this Lease is in full force and effect and Landlord is not in default and Tenant shall be estopped from asserting any defaults known Tenant at that time.

D. The various rights, remedies, powers and elections of Landlord reserved, expressed, or contained in this Lease, are cumulative; and no one of them shall be deemed to be exclusive to the others or of such other rights, remedies, powers, options

or elections as are now, or may hereafter be, conferred upon Landlord by law or equity.

E. No waiver by Landlord of any provision herein shall be deemed to have been made unless such waiver is in writing and signed by Landlord. The failure of Landlord to insist upon the strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any such covenants, conditions or options; but the same shall continue and remain in full force and effect. No act or omission of Landlord or its agent during the term hereof shall be deemed an acceptance or a surrender of the Premises unless made in writing and signed by Landlord. The delivery of the keys to the Premises by Tenant to Landlord or its agents is not to be deemed a surrender and acceptance thereof. No payment by Tenant of a lesser amount than the monthly Rent herein stipulated shall be deemed to be an acceptance of less than the full Rent due, and said amount shall be applied to the earliest Rent still unpaid.

F. Both Landlord and Tenant covenant, warrant and represent to the other that no broker was used in consummating this Lease, and that no conversations or negotiations were had with any broker concerning the renting of the Premises in accordance with this Lease.

G. The parties hereto agree that time is of the essence for this Lease and applies to all terms and conditions contained herein.

H. This Lease may be executed by the parties hereto in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Copies of this Lease or any amendment hereto certified by the parties to be true and correct shall be satisfactory evidence thereof for all purposes.

I. The terms and conditions of this Lease shall inure to the benefit of and be binding upon any successor hereunder, as well as upon the executors, personal representatives, heirs, assigns (where permitted by Section 15) and all other successors in interest of the parties.

J. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the female gender and neuter. If there be more than one Landlord or Tenant, the obligations imposed hereunder upon the Landlord or Tenant shall be joint and several in every respect. The section headings or titles in this Lease are for convenience only and are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be construed and enforced under the laws of the State of Florida. Should any provision(s) of this Lease be illegal or unenforceable under such laws, each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law. If such a construction is not possible, that clause shall be extracted as if never entered into, and this Lease and its remaining terms and conditions shall remain in force and be

binding upon the parties hereto just as though the illegal or unenforceable provisions had never been included herein. This Lease has been jointly negotiated and drafted by the parties and its terms shall not be construed against any party due to drafting.

K. This Lease contains the entire agreement between the parties hereto regarding the subject matter herein, and its terms supersede any and all previous written or oral negotiations. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant indicating it is an amendment to this Lease. No surrender of the Premises, or of the remainder of the term of this Lease, shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

L. Nothing contained in this Lease shall be deemed or construed to create any relationship between the parties hereto other than that of Landlord and Tenant.

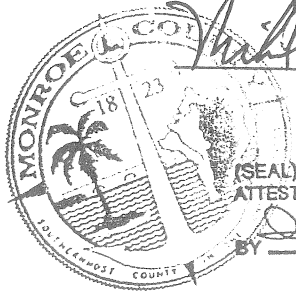
M. Venue for any litigation arising under this Lease must be in a court of competent jurisdiction in Monroe County, Florida.

N. This lease may be terminated by either party by giving six months written notice to the other party. The right to terminate is not exercisable during the first three years of the lease term. However, in the event the Monroe County Board of County Commissioners fails to make an annual rental appropriation at any time during this lease, this lease will terminate.

O. Landlord warrants that it has not employed, otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the Tenant may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of September 15, 2000.

Signed, sealed and delivered
in the Presence of:



(SEAL)
ATTEST: DANNY L. KOLHAGE CLERK

BY Sabell C. De Santis
DEPUTY CLERK

08-28-00

LANDLORD

BY: WBL Key West, Inc. general partner

Greg A. Walker

By: Greg A. Walker

Title: Vice President

TENANT

By: Shirley Freeman

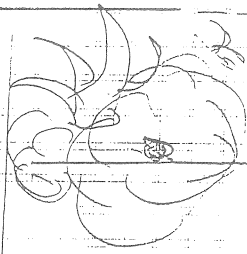
Title: Mayor / Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne A. Hutton
SUZANNE A. HUTTON

DATE 8/23/00

26'-6"



X 9'-0" X
Typical of 17 Spaces

VERS TROCK PLANT
Sketch by J. King MCRP/AFN

SCALE: 1" = 10'-0"

EXHIBIT "A" FIRST FLOOR & PARKING

Approx. Property Lines

* Note: (4) ADA to
SPACES

HANDICAP
SPACES

Parking
SPACES

MECH
Room

PLAN

POSH

Ramp

Ramp

Parking
SPACES

Parking
SPACES

space

space

space

space

space

space

space

space

space

space

space

space

space

space

space

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA

Handicap
AREA